

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

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FILE: B-212340.3**DATE:** October 28, 1983**MATTER OF:** LePrix Electrical Distributors, Ltd.**DIGEST:**

1. Review of awardee's bid indicates that awardee took no exception to the Buy American certificate and GAO will not review protest challenging bidder's intended compliance with representation in its Buy American certification.
2. Allegation that awardee's bid should be found nonresponsive for failure of bidder to complete certain standard representations and certifications is denied since any omission concerning the provisions may be waived as a minor informality.

LePrix Electrical Distributors, Ltd. (LePrix), protests the award of a contract to Ulster Electrical Supply Company (Ulster) under solicitation No. DAAG60-83-B-3160 issued by the Department of the Army. LePrix contends that Ulster is supplying foreign products of a foreign corporation. LePrix has also raised several other allegations concerning the propriety of the award to Ulster.

We deny the protest.

Our review of the record indicates that the Army did include a Buy American clause in the solicitation and that Ulster took no exception to the Buy American certificate. Where a bidder does not exclude any end products from the Buy American certificate in its bid and does not indicate that it is offering anything other than domestic end products, as Ulster did here, the acceptance of the bid will result in an obligation on the part of the bidder to furnish domestic end products. Law Enforcement Associates, Inc., B-205024, April 5, 1982, 82-1 CPD 304. Further, to the extent LePrix is arguing that Ulster will not comply with the Buy American certification, such an allegation is a matter of contract administration for the contracting agency and will not be reviewed by our Office. Domar Industries, Co., Inc., B-202735, September 4, 1981, 81-2 CPD 199.

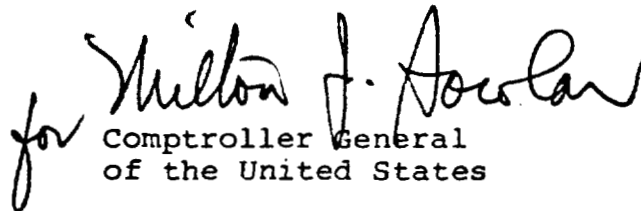
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LePrix has alleged that Ulster failed to complete certain standard representations and certifications in its bid and, therefore, its bid should be found nonresponsive. For example, some of the clauses not completed were the Regular-Dealer Manufacturer clause, Contingent Fee clause, Type of Business Organization, Affiliation and Identifying Data clause, Equal Opportunity clause, and the Small Business clause. The failure to complete the provisions in question does not affect the responsiveness of Ulster's bid as the failure to complete them may be waived as a minor informality pursuant to Defense Acquisition Regulation (DAR) § 2-405 (Defense Acquisition Circular (DAC) No. 76-17, September 1, 1978). KPB Industries, Inc., B-210445, May 24, 1983, 83-1 CPD 561.

Also, we find nothing improper, as alleged, in Ulster extending the bid acceptance period on its bid. DAR § 2-404.1(c) (DAC No. 76-17, September 1, 1978) explicitly provides that, where administrative difficulties are encountered, the lowest bidder should be requested, before expiration of its bid, to extend the bid acceptance period in order to avoid the need for readvertisement.

Finally, we note that LePrix's allegation concerning the contracting officer's failure to respond to LePrix's request for the names and addresses of the contracting officer's supervisors provides no basis for relief under our Bid Protest Procedures, 4 C.F.R. part 21 (1983).

The protest is denied.

for 
Comptroller General
of the United States